

(c) No later than twenty (20) days prior to the date set for the hearing, each party may file a reply to the other party's Statement of Position ("Reply"). The Reply shall contain the following information:

(1) a written statement, to be limited to that party's rebuttal to the matters set forth in the other party's Statement of Position;

(2) a list of witnesses each party intends to call at the hearing to rebut the evidence to be presented by the other party, designating which witnesses will be called as expert witnesses;

(3) a list of the documents each intends to introduce at the hearing to rebut the evidence to be presented by the other party, together with complete and correct copies of all of such documents (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents);

(4) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence, or written critiques of the other party's Written Appraisal Evidence if any, each intends to introduce at the hearing to rebut the evidence presented by the other party, together with complete and correct copies of all of such Written Appraisal Evidence (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such Written Appraisal Evidence); and

(5) Witnesses or documents to be used solely for impeachment of a witness need not be identified or produced.

(d) The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

16.6 Statements of Position. The Statement of Position to be delivered by Section 16.5 shall comply with the following requirements:

(a) Where the dispute involves rent to be charged, market values, insurance levels or other monetary amounts, the Statements of Position shall numerically set forth the existing minimum rent, percentage rent, market value, insurance level and/or other monetary amounts in dispute, the party's proposed new minimum rent, percentage rent, market value, insurance level and/or other monetary amounts, and shall additionally set forth the facts supporting such party's position.

(b) If the dispute relates to Improvement Costs, the Statements of Position shall set forth the facts supporting such party's position and the amount of each cost which the party believes should be allowed or disallowed.

16.7 Written Appraisal Evidence. Neither party may, at any time during the proceedings, introduce any written report which expresses an opinion regarding Fair Market

Rental Value or the fair market value of the Premises, or any portion thereof, ("Written Appraisal Evidence") unless such Written Appraisal Evidence substantially complies with the following standards: it shall describe the Premises; identify the uses permitted thereon; describe or take into consideration the terms, conditions and restrictions of this Lease; correlate the appraisal method(s) applied; discuss the relevant factors and data considered; review rentals paid by lessees in Marina del Rey and other marina locations within Southern California who are authorized to conduct similar activities on comparable leaseholds; and, describe the technique of analysis, limiting conditions and computations that were used in the formulation of the valuation opinion expressed. With respect to disputes regarding Fair Market Rental Value, such Written Appraisal Evidence shall express an opinion regarding the fair market rental value of the Premises as prescribed by Section 4.4.1. Written Appraisal Evidence in connection with disputes arising out of Article 6 of this Lease shall predicate any valuation conclusions contained therein on the Income Approach. Written Appraisal Evidence shall in all other respects be in material conformity and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute or any successor entity, etc.

16.8 Evidence. The provisions of Code of Civil Procedure § 1282.2(a)(2)(E) shall not apply to the arbitration proceeding. The arbitrator shall have no discretion to allow a party to introduce witnesses, documents or Written Appraisal Evidence (other than impeachment testimony) unless such information was previously delivered to the other party in accordance with Section 16.5 and, in the case of Written Appraisal Evidence, substantially complies with the requirements of Section 16.7, or such evidence consists of a transcript of a deposition of an expert witness conducted pursuant to Section 16.9. Notwithstanding the foregoing, the arbitrator may allow a party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other party in accordance with Section 16.5, provided such evidence is otherwise permissible hereunder.

16.9 Discovery. The provisions of Code of Civil Procedure § 1283.05 shall not apply to the arbitration proceedings except to the extent incorporated by other sections of the California Arbitration Act which apply to the arbitration proceedings. There shall be no pre-arbitration discovery except as provided in Section 16.5; provided, however, each party shall have the right, no later than seven (7) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other party as an expert witness pursuant to Sections 16.5 (2)(b) or 16.5 (3)(b).

16.10 Awards of Arbitrators.

16.10.1. Monetary Issues. With respect to monetary disputes (including without limitation disputes regarding Percentage Rent, Fair Market Rental Value and the amount of coverage under the policies of insurance required pursuant to Article 9 of this Lease), the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position. The arbitrator shall instead select whichever of the two Statements of Position is the closest to the monetary or numerical amount that the arbitrator determines to be the appropriate determination of the rent, expense, claim, cost, delay, coverage or other matter in dispute and shall render an award consistent with such Statement of Position. For purposes of this Section 16.10, each

dispute regarding Annual Minimum Rent, each category of Percentage Rent and the amount of required insurance coverage shall be considered separate disputes (a "Separate Dispute"). While the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position concerning a Separate Dispute, the arbitrator shall have the right, if the arbitrator so chooses, to choose one party's Statement of Position on one or more of the Separate Disputes, while selecting the other party's Statement of Position on the remaining Separate Disputes. For example, if the parties are unable to agree on the Annual Minimum Rent and three Percentage Rent categories to be renegotiated pursuant to Section 4.4 and the amount of liability insurance coverage to be renegotiated pursuant to Section 9.3, then there shall be five Separate Disputes and the arbitrator shall be permitted to select the County's Statement of Position with respect to none, some or all of such five Separate Disputes and select the Lessee's Statement of Position, on the balance, if any, of such five Separate Disputes. Upon the arbitrator's selection of a Statement of Position, pursuant to this Article 16, the Statement of Position so chosen and the award rendered by the arbitrator thereon shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.10.2. Nonmonetary Issues. With respect to nonmonetary issues and disputes, the arbitrator shall determine the most appropriate resolution of the issue or dispute, taking into account the Statements of Position submitted by the parties, and shall render an award accordingly. Such award shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.11 Powers of Arbitrator. In rendering the award, the arbitrator shall have the power to consult or examine experts or authorities not disclosed by a party pursuant to Section 16.5(2) hereof, provided that each party is afforded the right to cross-examine such expert or rebut such authority.

16.12 Costs of Arbitration. Lessee and County shall equally share the expenses and fees of the arbitrator, together with other expenses of arbitration incurred or approved by the arbitrator. Failure of either party to pay its share of expenses and fees constitutes a material breach of such party's obligations hereunder.

16.13 Amendment to Implement Judgment. Within seven (7) days after the issuance of any award by the arbitrator becomes final, the County will draft a proposed amendment to the Lease setting forth the relevant terms of such award. Within seven (7) days after delivery of a copy of the amendment to Lessee, Lessee will sign the amendment and return the executed copy to the County, which shall thereafter be approved by the Board of Supervisors and executed by County as soon as reasonably practicable.

16.14 Impact of Gross Error Allegations. Where either party has charged the arbitrator with Gross Error:

16.14.1. The award shall not be implemented if the party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitration award ("Disqualification Judgment"). In the event of a Disqualification Judgment, the arbitration process shall

begin over immediately in accordance with this Section 16.14, which arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

16.14.2. The party alleging Gross Error shall have the burden of proof.

16.14.3. For the purposes of this Section 16.14, the term "Gross Error" shall mean that the arbitration award is subject to vacation pursuant to California Code of Civil Procedure § 1286.2 or any successor provision.

16.15 Notice.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

Initials of Lessee

Initials of County

17. DEFINITION OF TERMS; INTERPRETATION.

17.1 Meanings of Words Not Specifically Defined. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in Section 1.1, are to be construed according to such technical, peculiar, and appropriate meaning or definition.

17.2 Tense; Gender; Number; Person. Words used in this Lease in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter and the neuter includes the masculine and feminine; the singular number includes the plural and the plural the singular; the word "person" includes a corporation, partnership, limited liability company or similar entity, as well as a natural person.

17.3 Business Days. For the purposes of this Lease, "business day" shall mean a business day as set forth in Section 9 of the California Civil Code.

17.4 Parties Represented by Consultants, Counsel. Both County and Lessee have entered this Lease following advice from independent financial consultants and legal counsel of their own choosing. This document is the result of combined efforts of both parties and their consultants and attorneys. Thus, any rule of law or construction which provides that ambiguity in a term or provision shall be construed against the draftsman shall not apply to this Lease.

17.5 Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

17.6 Reasonableness Standard. Except where a different standard is specifically provided otherwise herein, whenever the consent of County or Lessee is required under this Lease, such consent shall not be unreasonably withheld and whenever this Lease grants County or Lessee the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, County and Lessee shall act reasonably and in good faith. These provisions shall only apply to County acting in its proprietary capacity.

17.7 Compliance with Code. County and Lessee agree and acknowledge that this Lease satisfies the requirements of Sections 25536 and 25907 of the California Government Code as a result of various provisions contained herein.

17.8 Memorandum of Lease. The parties hereto shall execute and acknowledge a Memorandum of Lease Extension, in recordable form and otherwise satisfactory to the parties hereto, for recording as soon as is practicable on or following the Execution Date.

17.9 Water Quality Management Program. During the remaining Term of the Lease, Lessee shall comply with all water quality management requirements imposed by the Coastal Commission in connection with the issuance of the Coastal Development Permit for the Anchorage Improvements; provided, however, that Lessee shall in all events comply at least with the water quality management requirements set forth in Exhibit D attached to this Lease. In addition, during the remaining Term of the Lease, Lessee shall remove floating debris from the water surrounding the Anchorage Improvements in accordance with a program and regular schedule reasonably acceptable to the Director.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and Lessee has executed the same the day and year first hereinabove written.

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

HOLIDAY-PANAY WAY MARINA, L.P.,
a California limited partnership

By: _____
Name: _____
Its: _____

ATTEST:

SACHI HAMAI,
Executive Officer of the Board of
Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
OFFICE OF COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Parcels 263 to 286 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county. [Also to include legal description of current water slip encroachment area.]

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

Also reserving and excepting therefrom unto the County of Los Angeles an easement for drainage purposes in and across that portion of above described parcel of land which lies within the southerly 4 feet of the westerly 12 feet of the easterly 22 feet of said Parcel 285.

Also subject to the easements reserved by the County of Los Angeles in Sections 15.19 and 15.20 of this Lease.

APN: 8940-759-833
8940-370-022
8940-370-023

EXHIBIT A-1

PARTIAL TERMINATION PREMISES

EXHIBIT B
REDEVELOPMENT PLAN

EXHIBIT C

ASSIGNMENT STANDARDS

These standards are to apply to Proposed Transfers of Lessee's interest in this Lease and/or the Premises and to any Major Sublease. These standards and conditions are not to apply to (a) an assignment for the purpose of securing leasehold financing of the parcel by an encumbrance holder approved by County, (b) the transfer of the leasehold in connection with a foreclosure or transfer in lieu of foreclosure by an approved lender, or (c) the first transfer by that encumbrance holder if it has acquired the leasehold through a foreclosure or a transfer in lieu of foreclosure.

1. The proposed transferee must have a net worth determined to be sufficient in relation to the financial obligations of the lessee pursuant to the specific lease involved (e.g. equal to at least six (6) times the total Annual Minimum Rent and Percentage Rent due to County for the most recent fiscal). A letter of credit, cash deposit, guarantee from a parent entity or participating individual(s) having sufficient net worth or similar security satisfactory to the County may be substituted for the net worth requirement. If the proposed transferee's net worth is materially less than the transferor's, County may disapprove the assignment or require additional security such as that described in the previous sentence.
2. The proposed assignee must have significant experience in the construction (if contemplated), operation and management of the type(s) of Improvements existing on or to be constructed on the Premises, or provide evidence of contractual arrangements for these services with providers of such services satisfactory to the County. Changes in the providers of such services and changes to the contractual arrangements must be approved by the County. All approvals of the County will not be unreasonably withheld or delayed.
3. The individual or individuals who will acquire Lessee's interest in this Lease or the Premises, or own entity which will so acquire Lessee's interest, irrespective of the tier at which individual ownership is held, must be of good character and reputation and, in any event, shall have neither a history of, nor a reputation for: (1) discriminatory employment practices which violate any federal, state or local law; or (2) non-compliance with environmental laws, or any other legal requirements or formally adopted ordinances or policies of the County.
4. The price to be paid for the Proposed Transfer shall not result in a financing obligation of the proposed transferee which jeopardizes its ability to meet rental obligations to the County. Market debt service coverage ratios and leasehold financial performance, at the time of the Proposed Transfer, will be used by County in making this analysis.
5. If the proposed transferee is an entity, rather than an individual, the structure of the proposed transferee must be such that (or the assignee must agree that) the County will have reasonable approval rights regarding any future direct or indirect transfers of interests in the entity or the applicable lease; provided

however, that a transfer of ownership of a publicly held parent corporation of Lessee that is not done primarily as a transfer of this leasehold will not be subject to County approval.

6. The terms of the proposed assignment will not detrimentally affect the efficient operation or management of the leasehold, the Premises or any Improvements thereon.
7. The proposed transferee does not have interests which, when aggregated with all other interests granted by County to such transferee, would violate any policy formally adopted by County restricting the economic concentration of interests granted in the Marina del Rey area, which is uniformly applicable to all Marina del Rey lessees.
8. The transfer otherwise complies with the terms of all ordinances, policies and/or other statements of objectives which are formally adopted by County and/or the County Department of Beaches and Harbors and which are uniformly applicable to persons or entities with rights of occupancy in any portion of Marina del Rey.

EXHIBIT D

PUBLIC SERVICE PLAN ACTIVITIES

FUNDRAISING

PMYC sponsors and conducts fundraising events for the Boys and Girls Club of Venice; Arbol de Navidad del Nino Pobre, which benefits poor children in La Paz; the Annual Charity Poker Run which benefits developmentally handicapped children. We also host joint community activities for the Interact Club of Culver City High School, Brownie Troop # 1007, Culver City Rotary Club, and other organizations and events approved by the Board of Directors.

EDUCATION

PMYC holds an annual CPR class that is open to the public. Other boating safety and navigation classes made available by the US Power Squadron, Coast Guard Auxiliary, and the LA Fire Department are presented periodically as requested. Our facility is provided at no cost.

MARINE ECOLOGY

PMYC members volunteer time and vessels, if required, to promote local marine ecology programs currently being conducted. It was a member of PMYC that started the annual clean-up day, which has been an annual event for over 15 years.

YOUTH PROGRAMS

PMYC sponsors an annual fishing derby in which children are taught to fish, and are guided by experienced fishermen. Children participating receive a fishing pole and tackle box to keep, as well as awards for various challenges. This event is open to members and non-members. PMYC has also volunteered members and their vessels to the Culver City High School Interact Club and to Brownie Troop #1007 to give children an educational view of Marina Del Rey by sea. We encourage children to become active in the sport of yachting.

ASSOCIATIONS

PMYC is a member of the U.S. Sailing Association, the Association of Santa Monica Bay Yacht Clubs, the Southern California Yachting Association, and the Southern California Yacht Racing Union and is listed on the Registry of the Yacht Clubs of America.

HISTORY

PMYC was established in 1963 as a non-profit club to serve the boating community of Marina Del Rey. PMYC prides itself in being open to people from all walks of life, to affordably belong to a yacht club and enjoy and participate in boating, yachting and racing activities.

7/29/2004

13915 Panay Way, Marina Del Rey, Ca. (310)823-9717



To enrich lives through effective and caring service

March 6, 2008



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director *Stan Wisniewski*

SUBJECT: **AGENDA ITEM 5 – REGIONAL PLANNING REPORT ON
COASTAL COMMISSION'S LCP PERIODIC REVIEW**

At your last meeting, your Commission requested a representative from the Department of Regional Planning be present at the next Small Craft Harbor Commission (SCHC) meeting to report on the process and timing for obtaining public input in connection with the Marina del Rey Local Coastal Program (LCP) Periodic Review. Accordingly, Mr. Ron Hoffman, Administrator, and Ms. Gina Natoli, Supervising Regional Planner, with the Department of Regional Planning will be available at your next meeting to discuss the process and clarify the timing for obtaining public input on the Marina del Rey LCP Periodic review.

SW:shk



To enrich lives through effective and caring service



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

March 6, 2008

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 6 - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

At its meeting held on February 19, 2008, the Board of Supervisors unanimously approved the appointment of Mr. Albert DeBlanc, Jr., Esq., as a member of the Small Craft Harbor Commission. For your information, we have attached Mr. DeBlanc's qualifications and background information.

REGIONAL PLANNING COMMISSION'S CALENDAR

There are no Marina del Rey matters scheduled for consideration by the Regional Planning Commission.

CHANGE IN SMALL CRAFT HARBOR COMMISSION CALENDAR

The Small Craft Harbor Commission (SCHC) meeting dates are usually scheduled on the second Wednesday of each month. However, pursuant to your Board's request, the April 9, 2008 meeting has been changed to April 16, 2008, and the July 9, 2008 meeting has been changed to July 16, 2008. The meetings will continue to be held at 9:30 a.m. in the Burton Chace Park Community Room. A revised meeting schedule for the remainder of the calendar year with the meeting changes is attached and will be posted on the Department of Beaches and Harbors website.

MINIMUM REQUIREMENTS FOR LIVEBOARD STATUS

At the last SCHC meeting, your Commission directed staff to report on the process and eligibility requirements for boaters to attain liveboard status. Accordingly, the following has been prepared to describe the general process to be followed by a liveboard candidate.

Initially, the liveaboard candidate will obtain a 'Liveaboard Permit Application' and 'Vessel Equipment Requirements' from the dockmaster. After completing the 'Liveaboard Permit Application', which must be signed by the dockmaster, the liveaboard candidate will schedule a vessel inspection with the Sheriff's Department. Some of the items to be inspected by the Sheriff's Department include seaworthiness of the vessel, ventilation, personal flotation devices, bell or whistle, visual distress signals, fire extinguisher, registration, and marine sanitation device.

Upon successfully passing the vessel inspection, a Liveaboard Permit will be issued to the liveaboard candidate. The Liveaboard Permit is valid for one year and must be renewed on each successive anniversary. Liveaboard Permits are issued free of charge from the Harbor Master's office.

Each lessee has its own criteria for evaluating the financial requirements of a liveaboard candidate and establishes its own rates for liveaboard privileges. However, under Exhibit III of the Policy Statement No. 27 guidelines, the liveaboard surcharge can be up to 55% of the basic slip rent. Our experience indicates that lessees have complied with this policy, and we have not received any complaints that a boater is being charged more than 55% for the liveaboard privilege.

BROWN ACT AND SMALL CRAFT HARBOR COMMISSION RULES

Thomas Faughnan, Esq. from the Office of the County Counsel will be available to clarify the provisions of the Brown Act and to discuss the Small Craft Harbor Commission Rules, including the procedural changes made by the Chair last month for ceding time and accepting public testimony.

NEW SUBLEASE AT PARCEL 33R -- PANIFICIO RESTAURANT

In February, the Department approved a sublease between the Parcel 33 lessee, The Waterfront-MDR, LLC, and the sublessee, The Organic Panificio, LLC, to remodel the former Harbor House and Edie's Diner restaurants into a full-service Italian restaurant. The Organic Panificio will feature a bar, wine lounge, and two dining rooms serving organic meats, pastas, pizza, salads, sandwiches, and coffee. The establishment will also have banquet facilities.

The main facility, where the former Harbor House was located, will offer fine dining with operating hours between 11:00 am and 2:00 am. The area where Edie's Diner was located will offer casual dining, including a small deli area to sell pre-packaged food, from 6:00 am to 4:00 pm. Panificio is anticipating a grand opening in April or the early spring. Remodeling work is progressing well.

The principals of The Organic Panificio are Charles Colby and John Tennant.

Small Craft Harbor Commission
March 6, 2008
Item 6, Page 2

DESIGN CONTROL BOARD MINUTES

The minutes from the Design Control Board meeting for December 2007 are attached for your review.

SW:rf
Attachments



SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • FAX (213) 620-0636

MEMBERS OF THE BOARD

GLORIA MOLINA

YVONNE B. BURKE

ZEV VAROSLAVSKY

DON KNABE

MICHAEL D. ANTONOVICH

February 19, 2008

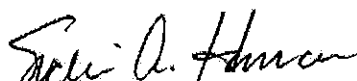
Albert DeBlanc, Jr., Esq.
6033 Century Blvd., #790
Los Angeles, California 90045

Dear Mr. DeBlanc, Jr.:

At its meeting held today, on recommendation of Supervisor Yvonne B. Burke, the Los Angeles County Board of Supervisors appointed you a member of the Small Craft Harbor Commission, for an unexpired term of office expiring September 29, 2010.

Enclosed you will find an information sheet on the Small Craft Harbor Commission. The contact person for the Commission will notify you soon regarding the meetings.

Very truly yours,


SACHI A. HAMAI
EXECUTIVE OFFICER

SAH:apt.685

Enclosure

c: Mr. Stanley Wisniewski, Contact
Small Craft Harbor Commission

Albert DeBlanc, Jr., Esq.

Nominee For: Small Craft Harbor Commission
Nominated By: Supervisor Burke

STATEMENT OF QUALIFICATIONS

Please Type or Print

Name ALBERT DEBLANC, JR., ESQ Female ☒ Male

City where you reside _____

Education SEE ATTACHED RESUME

Occupation ATTORNEY Employer SEE: RESUME

Former Business/Professional Experience _____

Organizational Affiliations (professional, business, homeowner, etc.)

SEE ATTACHED RESUME

Are you generally available for daytime or nighttime
Commission meetings? Yes ☒ No

If no, please explain _____

Statement of Qualifications
Page 2

Are you registered to vote in Los Angeles County?

Yes X No

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes No X

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes X No

If yes, what public entity or entities and what position or positions?

HUMAN RELATIONS COMMISSION COUNTY
HEARING OFFICER FOR LAPD

A statement of duties and/or qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

NUMEROUS TRAINING CERTIFICATES
FROM THE U.S. COAST GUARD.
TRAINED AS A YACHTSMAN SINCE 1971.
OWNER OF A 38.5 BENETEAU SAILBOAT
FOR 13 YEARS. RESIDE 8 MINUTES FROM
THE MARINA. OFFICE 10 MINUTES FROM
THE MARINA.

Statement of Qualifications
Page 3

Please indicate the names, addresses, and phone numbers of references (optional):

SEE ATTACHED RESUME

CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided. I consent to these contacts.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: FEBRUARY 5, 2008

Albert De Blance
(Signature)

Albert DeBlanc, Jr., Esq.

Nominee For: Small Craft Harbor Commission
Nominated By: Supervisor Burke

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST
INFORMATION

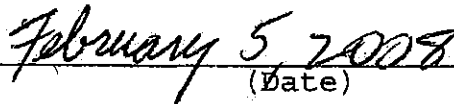
I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)



(Date)

Law Offices
DEBLANC, DEBLANC AND ASSOCIATES

ALBERT DEBLANC, JR.
LEONA CORINE DEBLANC

RESUME

Albert DeBlanc, Jr. is a partner in the firm of DeBlanc, DeBlanc and Associates. Mr. DeBlanc has maintained an active civil and criminal litigation practice for the past 33 years. He has handled numerous cases with high media interest and coverage. In addition, Mr. DeBlanc has tried successfully to juries, high exposure civil cases involving wrongful death by government employees, personal injury with catastrophic injuries, wrongful termination, and entertainment breach of contract cases. He has tried over 250 criminal jury trials.

More recently, he acted as a legal analyst and consultant on numerous high publicity case for television and radio for both local and national media entities. During the O.J. Simpson Criminal and Civil trials he was the principal Legal Analyst for KTLA - Channel 5, with broadcast across the nation and many foreign countries

PERSONAL

Date of Birth
Place of Birth

December 7, 1943
Los Angeles, California

Wife

Leona Corine De Blanc
Attorney at Law
Law Offices of
De BLANC, De BLANC and
ASSOCIATES

February 2008

Law Offices
DEBLANC, DEBLANC AND ASSOCIATES

Married	1966, Los Angeles, California
Children	Albert Jesse De Blanc, III Born - April 5, 1969 UCLA Graduate

EMPLOYMENT

Attorney at Law	State Bar No. 59279 1974 - present Civil and Criminal Litigation Practice
Supreme Court United States of America	1989 (Admitted to Practice)
U.S. Court of Appeal (Ninth Circuit)	1976 (Admitted to Practice)
California State Bar	1974 (Admitted to Practice)
California Appellate Project Panel Attorney	1992
Law Offices of the Los Angeles County Public Defender	1977 - 1980
Los Angeles Police DEPARTMENT	1968 - 1974
Police Sergeant	1971 - 1974
Investigator II	1970 - 1971
Police Officer	1968 - 1971

PROFESSIONAL POSITIONS and ACTIVITIES

CALIFORNIA STATE UNIVERSITY AT L.A., MEMBER OF THE ADVISORY BOARD, FORENSICS DEPARTMENT	2002 - Present
LOS ANGELES POLICE COMMISSION, BLUE RIBBON PANEL, FOR THE SELECTION OF CHIEF OF POLICE	July 2002 -Sept 2002

February 2008

DEBLANC, DEBLANC AND ASSOCIATES

2002 - Present

1994 -Present

1999 - Present

PERIODIC

1994 - 1996

1992 - Present

1985 - 2007

1990 - 1998

1980 - 1982

1978 - 1980

1980 - 1982

1976 - 1980

1977 - 1979

1975 - 1979

1979 - 1980

1979

Law Offices
DEBLANC, DEBLANC AND ASSOCIATES

Member Old Bailey Society 1996 - Present

JOHN M. LANGSTON BAR ASSOCIATION

President 1979 - 1981

Member, Board of Directors 1975 - 1985

PROJECT HEAVY (Criminal Justice Diversion Program, for Youth)

Chairman Board of Directors 1979 - 1981

Member, Board of Directors 1976 - 1985

OSCAR JOEL BRYANT ASSOCIATION (Los Angeles Police Department)

President 1970 - 1972

Member 1968 - 1974

AWARDS

CRIMINAL TRIAL LAWYER OF THE YEAR AWARD 1990
John M. Langston Bar Association

CERTIFICATE OF COMMENDATION June 1980
Mayor Tom Bradley

CERTIFICATE OF COMMENDATION June 1982
Minority Bar Association

CALIFORNIA STATE SENATE
Rules Committee Resolution April 1990
SPICE AWARD
(SPECIAL PEOPLE INTO COMMUNITY ENDEAVORS)

OUTSTANDING SERVICE AWARD July 1980
John M. Langston Bar Association
WEST COAST REGION, NAACP COMMENDATION
as instructor on: "AFFIRMATIVE LEGAL STRATEGIES"
CITY OF LOS ANGELES RESOLUTION
City Council

Other Commendations available upon request.

Law Offices

DEBLANC, DEBLANC AND ASSOCIATES

REFERENCES

YVONNE BRATHWAITE BURKE

Second District - Supervisor,
Los Angeles County Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, CA 900012
(213) 974-1411

THE HONORABLE TERRY J. HATTER

Judge, United States District Court
Central District
312 North Spring Street, Room 17
Los Angeles, CA 90012
(213) 894-5276

THE HONORABLE VAINO SPENCER

PRESIDING JUSTICE, COURT OF APPEALS
SECOND APPELLATE DISTRICT, DIVISION ONE
300 S. Spring Street, Room 2228
Los Angeles, CA 90012

THE HONORABLE ROBERT L. ROBERSON, JR. (Retired)

Judge, Superior Court Los Angeles County
Presiding Judge, Appellate Department
111 North Hill Street
Los Angeles, CA 90012
(213) 974-5791

Other references available upon request



"To enrich lives through effective and caring service"



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

March 6, 2008

TO: Small Craft Harbor Commission

FROM: Maureen Sterling

SUBJECT: **AGENDA ITEM 6 - REVISED SMALL CRAFT HARBOR COMMISSION
MEETING SCHEDULE FOR YEAR 2008**

This is to confirm the Small Craft Harbor Commission meeting schedule for the 2008 calendar year. While the Commission regularly convenes on the second Wednesday of each month, the Commission requested that the April and July dates be changed to the third Wednesday of the month, as reflected in the bold dates below. The meetings will continue to be held at 9:30 a.m., in the Burton Chace Park Community Room.

January 23, 2008
February 13, 2008
March 12, 2008
April 16, 2008
May 14, 2008
June 11, 2008
July 16, 2008
August 13, 2008
September 10, 2008
October 8, 2008
November 12, 2008
December 10, 2008

If you have any questions or require any additional information, please feel free to contact me at (310) 821-5420.

/ms

DRAFT

**MINUTES
OF
MARINA DEL REY
DESIGN CONTROL BOARD
*SPECIAL MEETING***

December 13, 2007

**Department of Beaches and Harbors
Burton Chace County Park
Community Building – 13650 Mindanao Way
Marina del Rey, CA 90292**

Members Present: Peter Phinney, A.I.A., Fourth District
David Abelar, Second District
Tony Wong, P.E., Fifth District

Members Absent: Susan Cloke, Chair

Department Staff Present: Santos Kriemann, Deputy Director
Charlotte Miyamoto, Chief, Planning Division
Ismael Lopez, Planner
Teresa Young, Secretary

County Staff Present: Tom Faughnan, Principal Deputy County Counsel
Michael Tripp, Department of Regional Planning

Guests Testifying: Al Udwin, Archstone-Smith
Jill Peterson, Pacific Ocean Mgmt.
Jim Barnett, Encore Image
Amin Atlaschi, Pinkberry
Dan Gottlieb, Marina Strand Colony II Resident
Pat Younis, The Bridge Group
Roslyn Walker, Marina del Rey Resident
Beverly Moore, MdR Convention Visitors Bureau
Ron Wood, SMYC Marina
Monika Moses, GMPA Architects
Ronald Katela, Brookfield Properties
Erin Eartman, e² Lighting Design
Calvin Ahbe, Ahbe Landscape Architects
Robin Perkins, Selbert Perkins Design
Rick DeMarco, The Counter
David Blair, MCG Architecture
Shatha Odish, Caruso Affiliated
Mr. Curran (didn't sign guest list)
Joe Preciado, Bay Club
Ms. Liggett (didn't sign guest list)
Mr. Gruiner (didn't sign guest list)

Mr. Shaper (didn't sign guest list)
Ms. Raye (didn't sign guest list)
Mr. Reiner-Aloni (didn't sign guest list)
Mr. Daviee (didn't sign guest list)

1. **Call to Order, Action on Absences and Pledge of Allegiance**
Mr. Phinney called the meeting to order at 3:15 p.m. Mr. Wong led the Pledge of Allegiance.

3. **Design Control Board Reviews**

- A. **Parcel 95 – Marina West– DCB #07-013**
Consideration of permanent signage for Lennar Urban

Mr. Phinney (Wong) moved to approve DCB #07-013 with the condition that the lighting be only until 11:00 pm. [Unanimous consent]

4. **New Business**

- A. **Parcel 76 – Marina Towers – DCB #07-011-B**
Further consideration of exterior renovations.

Ms. Miyamoto gave a brief overview of the project.

Public Comments

Mr. Katela spoke about the original proposal plus alternate design and asked the Board for approval to commence constructions as soon as possible.

Mr. Ahbe spoke about the existing Mexican Fan Palm trees along Admiralty Way Lincoln Boulevard, and indicated that the number of olive trees had increased.

Mr. Reiner-Aloni had concerns about modifying the wooden bar screening with a new aluminum bar with a more natural black color alternative.

Mr. Daviee spoke about the proposed monument signage and explained that the project presented an alternate design. The applicant said the original is preferred for this project.

Ms. Eartman said they had considered the up-lighting and revised the project to have lighted Palm trees only. All lights will be turned on at dusk and off at 11:00 p.m.

Public Comments

No Public Comment

Mr. Phinney closed public comments

Board Comments

Mr. Phinney asked the Board members if they had any concerns.

Mr. Abelar and Mr. Wong replied no.

Mr. Phinney opened the project for further discussion.

Mr. Wong stated that the questions from the last meeting were addressed and he believed the original proposal was well-designed.

Mr. Abelar asked about lighting hours.

Ms. Eartman said the walking paths lighting would remain on 24/7 - enough time to provide security but only within the path of travel. Ms. Eartman reminded the Board that the ATM has to be well lighted and mounted with cameras, according to California Codes.

Mr. Phinney asked Ms. Eartman to elaborate on the lighting along Admiralty Way.

Ms. Eartman said the fixtures used affect the ground lighting only. She also stated the lights can be turned off at 11 p.m.

Mr. Wong asked for additional information on the proposed palm trees.

Mr. Ahbe explained the alternative design with olive trees but insisted the original design would have fewer olive trees with palms trees behind them.

Mr. Phinney asked Mr. Ahbe for lighting on the alternate landscape design.

Ms. Miyamoto mentioned the previous lighting option pertained to the Lincoln Boulevard elevation and not Admiralty Way as requested by the Board.

Mr. Phinney asked if they were looking at the right elevation.

Mr. Abhe said yes and that there were no olive trees proposed in the original presentation.

Mr. Phinney asked for additional data on lighting along Admiralty Way.

Ms. Eartman said their proposal included lights toward the existing palms and not along the parking garage.

Mr. Phinney asked about pedestrian lighting along Admiralty Way and if consideration was given to olive trees for this elevation.

Ms. Eartman said yes; the lighting was considered for the palm trees only, and olive trees were considered for this elevation.

Mr. Katela stated they preferred keeping the original design, in order to provide one consistent overall plan for the entire parcel. He said that there are three independent buildings along Admiralty Way and this project provided an office campus feel.

Mr. Phinney asked the Board if there were any additional comments and for a motion to be called; either to accept the alternates or revert back to the original concept in its entirety.

Mr. Wong (Abelar) moved to approve the original proposal for DCB Item 07-011.

Mr. Phinney said he wanted to clarify a couple of things concerning the original proposal:

1. To light every other palm tree, rather than each one; and
2. Accept the monument signs as originally proposed. (Any additional monument signs will be questioned.)

Mr. Phinney then asked for an explanation for the two pole lights and illumination quality.

Ms. Eartman said they could use both options discussed by the Board.

Mr. Phinney asked the applicant if they had a preference in the lighting.

Ms. Eartman said they preferred the original.

Mr. Phinney concurred.

Mr. Abelar questioned the design of the lighting and asked if both designs had the same lighting range.

Ms. Eartman asked if he was referring to the original design.

Mr. Abelar said yes.

Ms. Eartman said there was not an outside shield on either.

Mr. Phinney asked if the lighting pattern was the same.

Ms. Eartman said yes.

Mr. Katela said the only alternate modification they would like to have approved is to have the original stainless steel screening changed to brushed aluminum.

Mr. Phinney said they would like to amend the previous motion.

Mr. Wong stated there were two conditions for the original proposal. He then said there were two additional conditions requested by the applicant; one related to the sign material and the other to visual screening changes.

Mr. Wong asked Mr. Phinney to articulate the changes.

Mr. Phinney stated the motion is to accept the original plan. He said they were amending the motion to accept the original plan and reduce the up-lighting to every other palm tree.

Mr. Wong agreed.

Mr. Phinney said he would like to amend the motion by accepting individual monument signage from the original plan with a brushed aluminum finish. They are also approving the original parking area light pole design.

Mr. Katela said the original plan included wood screening.

Mr. Phinney agreed and said the Board asked to have it changed to stainless steel at the last meeting.

Mr. Wong said they will move for the original design with amendment.

Mr. Phinney accepted the changes.

Mr. Phinney said an additional amendment in favor of aluminum clear finish screen was required and asked the Board for more accuracy.

Mr. Phinney said the first motion would be amended and the new motion would accept the original plans for the landscaping and up-lighting on every other palm tree. He said they are approving the signage for individual monuments by using brush aluminum, accepting the original light pole design in the parking lot area and accepting the clear aluminum finish screen.

The Board agreed.

Mr. Wong added that there was no change of hours of illumination.

Mr. Katela said no. Indicating they were asked to return with the hours of operation upon the next meeting.

Mr. Wong asked Mr. Phinney to amend the hours of illumination to be no later than 11pm, except for the ATM safety lighting for pedestrian path and parking lot lights.

Mr. Wong (Phinney) moved to approve DCB Item #07-011-B (original submittal design) with the following conditions:

- 1. Applicant to limit up-lighting to every other palm trees; and**
- 2. Applicant to use clear aluminum finish on parking building entry screen.**

B. Parcel 50 – Waterside Marina del Rey – DCB #07-014-B

Further consideration of exterior renovations for The Counter

Ms. Miyamoto gave a brief overview of the project.

Public Comments

Ms. Raye discussed some of the color changes to the signage and exterior doors. Mr. or Mrs. stated the roll-up windows were originally approved in August.

Mr. Shaper said the crème and white trim on the building would remain, however the following items below were discussed:

1. The existing terra-cotta color will be replaced with a Lakeside blue color.
2. The storefronts will be replaced with a new front glazing and set of double doors.
3. The rear elevation will contain a door for emergency exit and stockroom entry.
4. The double doors on the rear will be replaced with two single doors.
5. The awnings on the back will remain but signage is to be added to three elevations.
6. Four signs total are proposed.
7. The east elevation will contain a blade sign and the primary signage with The Counter logo.

Mr. Abelar asked if access doors existed on both sides.

Mr. Barnett replied yes.

Mr. Shaper said the tenant space is located at the end of building, and that parking wraps around the building with canopies and entries on the west side.

Public Comments

No public comments.

Board Comments

Mr. Phinney asked the Board for any additional questions or concerns.

Mr. Abelar asked for the sign colors.

Mr. Shaper said there were four different colors on the signage; two variables of blue, one brown and one rusty aluminum.

Mr. Abelar asked how many signs there would be.

Ms. Raye said four total.

Mr. Abelar asked what the limit was regarding the number of signs a tenant could have.

Mr. Shaper said the number of signs proposed met Regional Planning codes, including the blade sign.

Mr. Abelar asked where the second sign would be placed.

Mr. Shaper said it would be placed at the rear of the building, facing Admiralty Way, and that the remaining two elevations would each have one sign.

Mr. Abelar asked staff if any other projecting blade sign existed in the Marina.

Ms. Odish said the blade sign was the only one, and due to the location of The Counter, at the end of the row, additional signage was requested.

Mr. Abelar stated it was true for the tenant on the opposite end and added that someone standing in front of The Counter, while looking north, would encounter the same problem; the tenant at the other end would not be visible.

Mr. Phinney asked if the building was blue or a new blue.

Ms. Odish said it is a new blue.

Mr. Phinney asked if the color was already approved.

Ms. Odish answered that to her knowledge, the color was a new blue.

Mr. Phinney said that it was his understanding that the proposal is advocating a blue and white as the trim and the ground molding. He also stated that currently, the building is painted in a yellowish color.

Ms. Odish replied yes.

Mr. Phinney stated the current proposal is now more like the other blue buildings.

Ms. Odish said it will match the rest of the buildings with a similar color.

Mr. Abelar interjected and said he was trying to understand the prints.

Mr. Phinney asked the applicant to clearly state for the record what happened to the roll-up windows. He stated that to his knowledge, there was an outside dining component that was no longer proposed.

Ms. Odish stated that they had difficulties with the design of the dining area and ADA access and, consequently, decided to remove the patio option.

Mr. Phinney asked the Board for a motion.

Mr. Abelar questioned the fourth sign and the two on the side of the building. He stated that he recalled having dealt with number of signs rather than size as an issue according to the regulations.

Mr. Phinney responded that a prior clothing tenant had two awning signs but only one entry. He said that particular tenant was allowed to have two signs, one directional and one façade sign, due to the location of the business' entry. He also asked if this issue sounded familiar.

Ms. Odish replied yes. She said that sub-lessee was no longer a tenant, but they had signs along Admiralty and Mindanao.

Mr. Phinney said the sign was painted and the primary sign was ideal.

Mr. Abelar said his concern dealt with the number of signs reflecting along Washington?

Ms. Odish stated that when two signs exist on a single façade, then there are code issues. She added that because the two signs proposed are different, it is acceptable and allowed by the code. She stated that it was important for them to have visibility from the primary entry and therefore a blade sign was ideal.

Mr. Abelar stated they were referring to the number of signs and not the size of each sign, which is defined by regulations.

Mr. Phinney asked Mr. Abelar if his concern was the proposed blade sign rather than a flat sign, as it is visible from the east elevation.

Mr. Abelar replied no.

Mr. Gruiner explained the importance of the blade sign due to the size of the existing Pier One retail space, where The Counter will be located. He stated that the area allocated to The Counter is scaled back and, therefore, a clear view of the restaurant will not be available from the north without identification with a blade sign or projection sign.

Mr. Abelar asked for a larger plan layout.

Mr. Tripp interjected and made reference regarding the Regional Planning sign regulation for ground floor businesses with entrances which are not on the street frontage. He stated that retails are allowed to have one business sign for their business, but asked also to note that this building is fronted by streets on all three sides.

Mr. Abelar said the building was actually surrounded by parking lots.

Mr. Wong stated that there is only one side and one street.

Mr. Abelar again asked for a larger layout.

Mr. Phinney asked the Board to use of the microphone. He stated that their opinions had to be made public and addressed to the architect, tenant and owner according to the Brown Act.

Mr. Curran stated that he is ready to go forward with the project. He said the blade sign is a necessity for the business operation and that all other signs will be in conformance with existing signs.

Mr. Phinney said he cannot speak for all members of the Board but he understands the applicant's situation. He expressed his concerns regarding the blade sign, adding that future tenants will want to keep the blade sign which the Board will not accept. He advised the owner that, should this tenant be replaced, the blade sign will have to be removed.

Mr. Curran acknowledged this.

Mr. Phinney stated the applicant's proposal was reasonable and advised the Board that once the project was approved it could not be undone. He asked if he was clear.

Mr. Wong and Mr. Abelar replied yes.

Mr. Abelar said he does not object to the second sign; however, the Board has allowed only one sign in the past and asked staff to review this matter.

Ms. Odish responded and referred to existing conditions along Lincoln, which reflect the rear side of the center. She said tenants are now proposing tenant identification signs along Lincoln, which is the rear and service access for businesses.

Mr. Abelar clarified that he did not object to the sign on either side. He questioned the fact that two signs are proposed on one side.

Mr. Phinney asked Mr. Abelar if he accepted the argument regarding the retail having a stepped façade with considerable relief between one step and the next. He also suggested that the Board may consider these to be two independent façades.

Mr. Abelar said he was only trying to be consistent with prior decisions by the Board in the past.

Mr. Phinney referred to a prior sign approved as a mermaid blade sign over three years ago. He asked if anyone remembered this.

The Board replied no.

Mr. Phinney stated the blade sign was actually mermaid-shaped and similar to The Counter's sign.

Ms. Odish clarified that Pier One had been divided into four spaces, two of which had already been leased. She said that all new sublessees at this location will propose front and rear signage. She added that due to the design of the stepped façade, the canopy sign will not have much of a visual impact.

Mr. Abelar asked how far the set back was?

Mr. Abelar stated no more than 10 feet.

Mr. Phinney asked the architect to show where the stepped façade was located.

Mr. Phinney asked for a motion.

Mr. Abelar asked to review the sign colors first.

Mr. Wong said the sign colors were okay.

**Mr. Abelar (Phinney) moved to approve agenda DCB #07-014-B as submitted.
[Unanimous consent]**

C. Parcel 8 – Bay Club Apartments & Marina - DCB #07-016-B
Further consideration of repainting

Ms. Miyamoto gave a brief overview of the project and stated that, as suggested by the Board, the applicant now proposed to paint each bay the same color.

Public Comments

Mr. Preciado said he believed the painting design to be a good concept.

Public Comment closed.

Board Comments

Mr. Abelar stated the Board covered the paint colors during the last meeting.

**Mr. Wong (Phinney) moved to approve DCB #07-016-B as submitted.
[Unanimous consent]**

D. Parcel 102 – Archstone Marina del Rey – DCB #07-009-B

Further consideration of storage area renovations.

Ms. Miyamoto gave a brief overview of the project.

Public Comment

Mr. Udwin introduced Ms. Liggett

Mr. Udwin discussed the project modifications and referred to the shaded designs to describe the added storage square footage and new landscaped area. Mr. Udwin said that he met with Russ Fricano from Regional Planning, Charlotte Miyamoto and Jean Kamria, his Civil Engineer, to clarify the easements in the property. He added that the drainage easement had been vacated and that an 8" drain pipe was added to the proposed planters to pick up all nuisance water.

Mr. Phinney commended Mr. Udwin.

Mr. Udwin clarified the proposed building color, as requested during the August meeting, and said the color chip was included in the submittal.

Ms. Liggett discussed the sustainable landscape proposed and said that it would improve the visual quality of the façade.

Public Comment

Mr. Gottlieb said he provided a personal statement about the project to Ms. Cloke regarding the project, but it was not included in the minutes.

Mr. Phinney said he did not see the statement.

Mr. Gottlieb continued to read his statement for the record and provided a copy to Mr. Phinney.

Mr. Phinney closed the public testimony.

Board Comments

Mr. Phinney said that the applicant was essentially closing an area previously used as carports and that no roof work was proposed, leaving the building footprint as is. He asked staff to share any concerns on proximity to right-of-way and the meeting with the applicant's Civil Engineer.

DRAFT

Ms. Miyamoto said that she met with Al Udwin and the Civil Engineer. She explained the proposed enclosure would not be encroaching into the right-of-way, and that Dell Avenue was once a public easement and was vacated by the City of Los Angeles. She said the County now owns Dell Avenue without any encumbrances of easement. Ms. Miyamoto also asked Mr. Phinney if he was aware of any zoning ordinances that might affect the project.

Mr. Phinney explained that the applicant was not encroaching into the right-of-way as shown on the plans and that the building was not built in conformance to the original plans. He said this proposal had no issues and asked the Board to share their concerns.

Mr. Abelar said the proposed project basically consisted of a wall enclosure and new planters. He asked if the planters were beneath the overhang.

Ms. Leggitt said yes.

Mr. Phinney asked for further questions.

Mr. Abelar asked what setbacks applied to the building.

Ms. Miyamoto said she did not know.

Mr. Tripp stated there were no specific setbacks for planters below 42" inches from grade. He said that the proposed planters are at ground level.

Mr. Abelar said referred back to his question from the last meeting stating he understood Mr. Tripp's comments.

Mr. Phinney asked for additional Board comments.

Mr. Wong and Mr. Abelar had none.

Mr. Phinney stated he was ready for a motion.

Mr. Wong (Abelar) moved to approve DCB item #07-009-B as submitted [Unanimous consent].

The following agenda items were not discussed due to time constraints:
5B, 5C, 5D, 5E, 6, and 7.

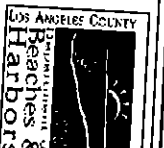
Meeting adjourned at 4:50pm

Respectfully Submitted,

Teresa Young
Secretary for the Design Control Board



Locations of March 12, 2008 SCHC Items



Item 6a:
P-33
The Organic
Panificio

Item 4b:
P-21
Holiday Harbor

BASIN E

A

B

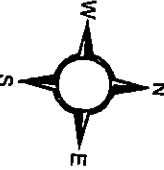
C

D

F

G

H



OLD BUSINESS:

4b: P-21; Holiday Harbor

REPORTS:

The Organic Panificio